



Board of Directors

Commissioner Sallie Clark, Chair
Chief Carl Tatum, Vice-Chair
Jeffery S. Force, Secretary
T. Wayne Florek, Treasurer
Julie Kiley, M.D.
Timothy Hurtado, D.O.
Commissioner Peggy Littleton (Alternate)

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William Normile
Councilmember Sam Gieck
Lieutenant Mike Skeldum (Alternate)

EL PASO COUNTY EMERGENCY SERVICES AUTHORITY BOARD MEETING AGENDA

**Wednesday, September 3, 2014 – 3:00 p.m.
Pikes Peak Regional Development Center**

2880 International Circle, 2nd Floor Hearing Room, Colorado Springs, CO 80910

Call to Order – Determination of a quorum

This meeting is being recorded to assist in the production of meeting minutes.

- 1. CHANGES TO AGENDA/POSTPONEMENTS**
- 2. PUBLIC COMMENT FOR ITEMS NOT SCHEDULED ON THE AGENDA**
- 3. APPROVAL OF THE MINUTES OF AUGUST 6, 2014 [Action/Approval]**
- 4. REGULAR BUSINESS**
 - A. Committee Reports**
 - Research Committee (Chief Carl Tatum) [Information]
 - B. Treasurer's Report for August 2014 (Treasurer Wayne Florek) [Action/Approval]**
 - C. Compliance Report (Caroline Sasaki) [Action/Approval]**
- 5. NEW BUSINESS**
 - A. Participating Agency Agreements (Kenneth Hodges) [Action /Approval]**
 - B. Insurance Policy Quotes (Caroline Sasaki) [Action /Approval]**
 - C. 2014 Budget Amended and 2015 Budget (Caroline Sasaki) [Information]**
 - D. Audit Review (Caroline Sasaki) [Information]**
 - E. Board Member/Staff Comments**
- 6. EXECUTIVE SESSION REQUESTS**

In accordance with the Colorado Open Meetings Law, Section 24-6-402 (4), the El Paso County Emergency Services Authority, in open session, will determine whether it will hold a closed executive session. The matter for executive session will be limited to the topics identified in Section 24-6-402 (4) of the Open Meetings Law, and the topic for discussion will be stated in the open session in as much detail as possible without compromising the purpose of the executive session. The Chair shall poll the ESA members, and upon consent of two-thirds of the members present, an executive session will be held. If consent to the executive session is not given, the item may be discussed in open session or withdrawn from consideration.

7. ADJOURNMENT

PACKETS ARE SENT VIA E-MAIL TO EXPEDITE INFORMATION

Pursuant to the Colorado Open Meetings Law, CRS §24-6-401, et Seq. and ARTICLE TWO Section 2.9.C of THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY Agreement, this agenda was posted at the El Paso County's administration offices at Centennial Hall, 200 S. Cascade Ave., Colorado Springs, Colorado on or before September 2, 2014. Please call Caroline Sasaki at 520-7654 or email her at carolinesasaki@elpasoco.com if you wish to submit your name and e-mail address to receive notice of future meetings.

TENTATIVE SCHEDULE OF UPCOMING COMMITTEE MEETINGS			
DATE	MEETING	TIME	LOCATION
September 24, 2014	Planning Committee	4:00 PM	2880 International Circle, 1 st Floor Conference room
October 1, 2014	Monthly Board Meeting	3:00 PM	2880 International Circle, 2 nd Floor Hearing Room

ESA August Board Meeting

MINUTES

AUGUST 6, 2014

3:00 P.M.

PIKES PEAK REGIONAL BUILDING DEPARTMENT
2880 INTERNATIONAL CIRCLE, COLORADO SPRINGS

FACILITATOR	Chief Carl Tatum
NOTE TAKER	Caroline Sasaki
ATTENDEES	Jeff Force, Wayne Florek, Councilmember Sam Gieck, Bill Normile, Dr. Julie Kiley, Chief Steve Murphy, Chief Matt Love, Jim Reid, Diana May
ABSENT	Commissioner Sallie Clark, Dr. Timothy Hurtado, Chief Jeremy Gardner

Agenda topics

1. CHANGES TO AGENDA/POSTPONEMENTS

DISCUSSION	
Chief Tatum requested to move Item 2 (Public Comment) after Item 4.C.	

3. APPROVAL OF THE MINUTES OF JULY 9, 2014

DISCUSSION	
None.	
MOTION	PERSON RESPONSIBLE
Motion to approve the minutes of the July 9, 2014 meeting.	Wayne Florek
Second	Councilmember Sam Gieck
Approved	Unanimous

4.A. COMMITTEE REPORTS

DISCUSSION	
Medical Control Committee: Dr. Kiley reported the committee held their first meeting prior to the board meeting, and elected herself as the Chair and Dr. Hurtado as Co-Chair. The committee has decided to review waivable procedures including RSI and other low volume high risk procedures.	
MOTION	PERSON RESPONSIBLE
Motion to create a committee to research future ambulance service models.	Jeff Force
Second	Dr. Kiley
Approved	Unanimous

4.B. TREASURER'S REPORT FOR JULY

DISCUSSION	
Treasurer Wayne Florek reported revenue of \$20,000 for administration fees in July, and \$235.63 in expenses related to the ESA website, of which \$197.64 was spent to renew hosting services for three years, and \$37.99 went towards the domain renewal for one year.	
MOTION	PERSON RESPONSIBLE
Motion to approve the treasurer's report for July.	Councilmember Sam Gieck

Second	Jeff Force
Approved	Unanimous

4.C. COMPLIANCE DATA/EXEMPTIONS

DISCUSSION

Caroline Sasaki notified the board that the compliance report for July will be completed this month and presented to the board in September. In preparation for that, she presented response time data for July to the board, and continued that baseline data for April, May and June will be available from AMR this month. She summarized that AMR met the contractual response standards for each zone with a total of 25 calls exceeding the maximum response time allowed in the following zones: Suburban 12, Rural 20, and Frontier 45. Chelsia Baker of AMR spoke to response data for the second quarter, which was the period of time where the interim contract was in effect and no penalties were being assessed. Chelsia reported that the data for April through June includes many areas which are no longer being assessed in the new contract, and she needs additional time to clean up that data to include only those areas covered by the new ESA contract. Dr. Kiley asked about response times in the Stratmoor Hills area due to some calls being quite late, and Chelsia mentioned that AMR is now posting both north and south for better coverage of that area. She also stated that they can run reports for specific areas if the board would like to more detailed information about any area.

Caroline brought up two types of exemptions that AMR requested to be considered as exemptions; hospital divert for psych and alcohol (when both main and central are on divert at the same time), and calls cancelled en route. Chelsia Baker discussed the increased response time when hospital divert occurs, and there was discussion between Ted Sayer and the board about hospital policies regarding divert. The board decided that this is something that needs to be watched over time and warrants further discussion. The group agreed to exempt calls that are cancelled en route.

MOTION	PERSON RESPONSIBLE
Motion to exempt assessments for calls cancelled en route.	Dr. Kiley
Second	Wayne Florek
Approved	Unanimous

2. PUBLIC COMMENT

DISCUSSION

Dr. Bronsky reported there's a project in the City of Colorado Springs to move the entire EMS system regionally to move away from rigid backboards and to use vacuum mattresses for improved patient mobility. He's been in contact with the majority of the medical directors in the county, who feel that the move would be better implemented regionally rather than just within the City. They would like to purchase a large quantity of vacuum mattresses to deploy October 1st, and have the majority of the funding in place. Since some of the smaller county agencies might not be able to afford the splints, they plan to give a certain amount of splints to be given to those agencies. A single backboard could be used over 100 times with proper care and maintenance. The cost for a combination splint and pump is around \$340 and \$143 for a splint without the pump. The device is a human length mattress filled with beads that is malleable and better fit an individual. Dr. Bronsky also addressed the guideline change and standard of care, which is to decrease the use of rigid backboards except in specific cases where it's needed, and pointed out the vacuum mattress itself is not the standard of care. He continued that there will be a large group of educators from Memorial Hospital, Penrose Hospital, AMR, and CSFD that will be going out to each agency in the county to train on the proper use and care. Jim Reid addressed the fact that the RETAC funds have not been approved by the County, and to pursue these funds, the fire chiefs must write a letter to express their needs. The potential RETAC funding available was thought to be \$10,000.

5.A. 2014 INSURANCE QUOTES

DISCUSSION

Caroline Sasaki presented two quotes to the board for Directors and Officers and Employment Practices Liability policy. The first proposal came from Philadelphia through IMA in Denver, which was the carrier who previously provided the policy, at \$1,375 for a full year. The second proposal came from ECC Insurance Brokers through the Schaefer agency for \$2,260.85 for a full year. Caroline also discussed that only one quote for the Property and General Liability policy was received. The previous carrier is no longer providing this coverage to small entities, and IMA is looking into other carriers to provide the same coverage.

MOTION	PERSON RESPONSIBLE
Motion to authorize the ESA Administrator, Caroline Sasaki, to bind the Directors and Officers policy and EPL proposed by IMA.	Dr. Kiley

Second	Jeff Force
Approved	Unanimous

5.B. AUDIT UPDATE

DISCUSSION

Caroline Sasaki notified the board that the audit for the old ESA is complete, and has been through an internal review at RubinBrown. RubinBrown expects to send the preliminary report to the ESA office in the next week.

5.C. BOARD MEMBER/STAFF COMMENTS

DISCUSSION

Bill Normile asked for the status of the old ESA windup, and Chief Tatum replied the windup is pending the final audit report. Caroline mentioned that the fire district IGAs went out to all the fire districts, and the template can be modified to meet the districts needs. The group discussed setting a deadline for the return of the IGAs, and decided to address a date at the next board meeting.

5. ADJOURNMENT

DISCUSSION

MOTION	PERSON RESPONSIBLE
Motion to Adjourn.	Jeff Force
Second	Bill Normile
Approved	Unanimous

MEETING ADJOURNED AT 4:22 p.m.

ESA AUGUST 2014 FINANCIAL REPORT

Reported on September 3, 2014

	2014 Budget	August 2014 Current Month Actuals	2014 YTD Actuals	2014 Unobligated Balance	2014 Variance %
<u>OPERATING REVENUES</u>					
Contract Administration (Per Agreement)					
ESA Administration	\$ 40,000.00	\$ -	\$ 20,000.00	\$ (20,000.00)	-50.0%
Appropriation from Fund Balance	\$ -	\$ -	\$ -	\$ -	0.0%
Operating Revenue Subtotal (Contract Administration)	\$ 40,000.00	\$ -	\$ 20,000.00	\$ (20,000.00)	-50.0%
Other Operational Revenue					
Interest	\$ 20.00	\$ -	\$ 16.00	\$ (4.00)	-20.0%
Compliance Assessments (Allocated to Grants Fund)	\$ -	\$ -	\$ -	\$ -	0.0%
Operating Revenues Subtotal (Other)	\$ 20.00	\$ -	\$ 16.00	\$ (4.00)	-20.0%
TOTAL OPERATING REVENUES (All Sources)	\$ 40,020.00	\$ -	\$ 20,016.00	\$ (20,004.00)	-50.0%
<u>OPERATING EXPENDITURES</u>					
Contract Administration (Per Agreement)					
El Paso County Compliance Administration	\$ 25,000.00	\$ 3,903.82	\$ 3,903.82	\$ (21,096.18)	-84.4%
Contract Research/Evaluation	\$ -	\$ -	\$ -	\$ -	0.0%
Financial Audit / Accounting	\$ 7,000.00	\$ -	\$ -	\$ (7,000.00)	-100.0%
Insurance	\$ 3,500.00	\$ 1,375.00	\$ 1,375.00	\$ (2,125.00)	-60.7%
Office/Automation Expenses	\$ 500.00	\$ -	\$ -	\$ (500.00)	-100.0%
Information Services	\$ 300.00	\$ -	\$ 235.63	\$ (64.37)	-21.5%
Operating Expenses Subtotal (Contract Administration)	\$ 36,300.00	\$ 5,278.82	\$ 5,514.45	\$ (30,785.55)	-84.8%
Other Operational Expenses					
Grants (From Actual / Available Compliance Assessments)	\$ 20.00	\$ -	\$ -	\$ (20.00)	-100.0%
Operating Expenses Subtotal (Other)	\$ 20.00	\$ -	\$ -	\$ (20.00)	
TOTAL OPERATING EXPENDITURES (All Sources)	\$ 36,320.00	\$ 5,278.82	\$ 5,514.45	\$ (30,805.55)	-84.8%
VARIANCE: REVENUES OVER EXPENDITURES — Surplus / (Deficit)	\$ 3,700.00	\$ (5,278.82)	\$ 14,501.55	\$ 10,801.55	291.9%
<u>CASH POSITION</u>					
2014 BEGINNING FUND BALANCE — Unassigned and Assigned Funds	\$ -			Grant Fund Balance	
As of 8/31/13:				\$ -	Beginning Balance
Grant Fund Balance (Assigned)	\$ 16.00			\$ -	Add: Assmt Rev Rec YTD
RFP Fund Balance (Assigned)	\$ -			\$ 16.00	Add: Interest
Unassigned Fund Balance	\$ 14,485.55			\$ -	Less RFP Fund Transfer
Cash Receivable	\$ -			\$ -	Less Grant Fund Awards
Cash Payable	\$ -			\$ 16.00	Assigned Grant Fund Balance
ENDING FUND BALANCE — Unassigned and Assigned Funds	\$ 14,501.55				



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 Mayor Blair Bartling (Alternate)
 Councilmember Sam Gieck
 Lieutenant Mike Skeldum (Alternate)
 Chief Matt Love
 Chief Jeremy Gardner

ESA Performance & Compliance Report July 2014

I. ESA COMPLIANCE REVIEW SUMMARY

Pursuant to the Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority ("ESA") dated April 1, 2014, El Paso County and the City of Fountain have created the ESA to oversee an exclusive contract to provide ground emergency ambulance service to the ESA's service area within El Paso County. Appendix A, of the Ground Emergency Ambulance Services Contract between El Paso County Emergency Services Authority and American Medical Response of Colorado, Inc. ("Contractor"), which was effective July 1, 2014, provides that Contractor agrees that, in the event it fails to meet performance requirements set forth in the Contract, it shall pay assessments in the amount and manner set forth in Section 3 of Appendix A. The assessments represent a reasonable endeavor by the ESA and the Contractor to estimate a fair compensation for the foreseeable damage to the ESA and its residents due to Contractor's failure to meet the performance standards set forth in the Contract. The assessments are in the nature of liquidated damages and are not punitive in nature. Payment by the Contractor of an assessment shall constitute a full release and satisfaction of the particular matter.

In accordance with Section 10 of the contract, the Contractor provided all required performance and compliance reports during the reporting period. The Contractor has reviewed and concurs with the contents of this report. A representative sampling and subsequent assessment of associated records for Code 3 calls documented in the Contractor's submitted data indicated that records were accurately prepared and factually reported for July 2014.

A. Appendix A, Section 12 – Scheduled Assessment Increases

Current Contract Section	Description	Contract Effective Date
Appendix A, 3.e.	Exceeding response times - per minute, with cap of \$500	\$23.25
Appendix A, 3.f.	Excessive per call penalty	\$25.00
Appendix A, 3.g.	90% Urban/Suburban (per %)	\$500.00

CPI measure:

45% of the CPI - Transportation Index

45% of the CPI - Health Care Index

10% of the CPI - All Components

B. Assessment Summary

The data provided by the Contractor and reviewed by ESA staff indicated that the Contractor met the contractual response standards included in the contract. The total recommended assessment for July 2014 is \$2,011.25.

Recommended Assessment Summary		
July 2014		
Performance Standard	Potential	Recommended
Per Call Performance (Exceeding Maximum)	\$1,511.25	\$1,511.25
Excessive Per Call Penalties	\$0.00	\$0.00
Zone Standards (90%) Suburban and Rural	\$500.00	\$500.00
Exemptions	\$302.25	\$0.00
TOTAL:	\$2,313.50	\$2,011.25

II. CONTRACTOR PERFORMANCE & COMPLIANCE REPORT

A. Per Call Performance (3.e.) – Following is a list of calls which exceeded the Maximum Response Time allowed in the contract (subject to the 100 call rule). For the month of July, there was one zone with at least 100 calls, the Suburban 12 zone. There were 71 calls in the Rural 20 zone, 17 calls in Frontier 25, 52 in Frontier 35, and 59 in Frontier and Wilderness 45 combined (these two zones will be split going forward).

For July, there were 22 calls that exceeded the Maximum Response Time in the Suburban 12 Zone. None of these calls were over the excessive response time allowed for these zones.

July 2014 (22)							
District	Date	Call #	Maximum	Excessive	Response Time	Amount in Excess	Per Call Assessment
ESA Suburban 12	7/1/2014	81305	0:12:00	0:18:00	0:15:10	0:03:10	\$93.00
ESA Suburban 12	7/3/2014	82047	0:12:00	0:18:00	0:16:08	0:04:08	\$116.25
ESA Suburban 12	7/4/2014	82889	0:12:00	0:18:00	0:13:58	0:01:58	\$46.50
ESA Suburban 12	7/9/2014	84804	0:12:00	0:18:00	0:12:37	0:00:37	\$23.25
ESA Suburban 12	7/10/2014	85416	0:12:00	0:18:00	0:12:30	0:00:30	\$23.25
ESA Suburban 12	7/11/2014	86207	0:12:00	0:18:00	0:16:38	0:04:38	\$116.25
ESA Suburban 12	7/12/2014	86613	0:12:00	0:18:00	0:14:18	0:02:18	\$69.75
ESA Suburban 12	7/13/2014	86735	0:12:00	0:18:00	0:12:22	0:00:22	\$23.25
ESA Suburban 12	7/13/2014	87063	0:12:00	0:18:00	0:13:04	0:01:04	\$46.50
ESA Suburban 12	7/14/2014	87115	0:12:00	0:18:00	0:17:33	0:05:33	\$139.50
ESA Suburban 12	7/16/2014	88066	0:12:00	0:18:00	0:17:22	0:05:22	\$139.50
ESA Suburban 12	7/16/2014	88303	0:12:00	0:18:00	0:13:28	0:01:28	\$46.50
ESA Suburban 12	7/18/2014	88983	0:12:00	0:18:00	0:12:01	0:00:01	\$23.25
ESA Suburban 12	7/19/2014	89487	0:12:00	0:18:00	0:16:48	0:04:48	\$116.25
ESA Suburban 12	7/19/2014	89602	0:12:00	0:18:00	0:15:08	0:03:08	\$93.00
ESA Suburban 12	7/19/2014	89603	0:12:00	0:18:00	0:12:28	0:00:28	\$23.25
ESA Suburban 12	7/25/2014	92526	0:12:00	0:18:00	0:12:04	0:00:04	\$23.25
ESA Suburban 12	7/26/2014	92931	0:12:00	0:18:00	0:14:59	0:02:59	\$69.75
ESA Suburban 12	7/28/2014	93946	0:12:00	0:18:00	0:12:56	0:00:56	\$23.25
ESA Suburban 12	7/29/2014	94183	0:12:00	0:18:00	0:16:40	0:04:40	\$116.25
ESA Suburban 12	7/29/2014	94187	0:12:00	0:18:00	0:16:05	0:04:05	\$116.25
ESA Suburban 12	7/30/2014	94497	0:12:00	0:18:00	0:12:06	0:00:06	\$23.25
Total Suburban 12	22						
					Assessments	\$1,511.25	

B. Excessive Per Call Penalties (3.f.) – For July, none of the zones with at least 100 calls had response times which exceeded the excessive response time allowed in the contract. Any call that exceeds this response time would incur an additional \$25 flat fee penalty.

Zone	Excessive Response Time Allowed per call (minutes)
Suburban	28:00
Rural 20	43:00
Frontier 25	46:00
Frontier 35	60:00
Frontier 45	75:00
Wilderness 45	75:00

C. Zone Standard – Suburban and Rural (3.g.) – Percentage of calls (subject to the 100 call rule) which meet the Minimum Response Time Standards in Suburban and Rural zones (90%), reported monthly. The contractor did not meet the minimum zone standard in the Suburban zone during July.

July 2014				
Response Area	Total Responses	100 Call Rule Rolled Total	Total Lates	Compliance Percent
ESA Frontier 25*	17	17	0	100.00%
ESA Frontier 35*	52	52	0	100.00%
ESA Frontier 45*	59	59	2	96.61%
ESA Rural 20**	71	71	7	90.14%
ESA Suburban 12	181	N/A	22	87.85%
Zone Standard				90.00%

*Zone data provided for information only, excluded from penalty as stated in 3.g.

**Zone did not meet a minimum of 100 calls

D. Exemptions (3.d.) – Under the terms of the current contract, exemptions may be granted for “unusual circumstances beyond Contractor’s reasonable control.” These may include, without limitation, unusually severe weather conditions, disasters, difficult or restricted patient access, private roads, change of location, bad address, or other factors as determined in the sole discretion of the ESA. Exempted calls are excluded from calculations and do not count as an on-time responses.

- A. Responses canceled en route.
- B. Multiple units: Additional units' times are measured from the time the additional unit is requested until it arrives on scene.
- C. Breakdowns: If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down en route to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives.
- D. Good Cause (weather, road conditions, traffic, or system overload, etc.)

For the month of July 2014, the Contractor requested two Code 3 calls be exempted from the data to determine compliance with performance standards as required under the current contract. One call was weather related and the other was an additional response to one incident. There were 101 non-system calls that were excluded from the data as set forth in Section (1) of Appendix "A".

July 2014 (2)							
District	Date	Call #	Maximum	Excessive	Response Time	Amount in Excess	Potential Assessment
ESA Suburban 12	7/12/2014	86576	0:12:00	0:18:00	0:13:44	0:01:44	\$46.50
ESA Suburban 12	7/27/2014	93469	0:12:00	0:18:00	0:22:49	0:10:49	\$255.75
Total Suburban 12	2						
						Total	\$302.25

III. QUESTIONS AND/OR ADDITIONAL INFORMATION


Caroline Sasaki

INTERGOVERNMENTAL AGREEMENT FOR GROUND EMERGENCY AMBULANCE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (“ESA”) and the Cimarron Hills Fire Protection District (“Agency”) (individually, a “Party” and collectively, the “Parties”).

Background and Purpose

A. Pursuant to the *Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* dated June 24, 2014 the (“Establishing IGA”), El Paso County and the City of Fountain created the ESA, a separate public entity, to oversee an exclusive contract to provide ground emergency ambulance services within the ESA’s geographical jurisdiction, including unincorporated El Paso County and participating municipalities and special districts.

B. Effective July 1, the ESA has entered into an agreement with American Medical Response (“AMR”), (the “Contractor”), for the exclusive provision of ground emergency ambulance services (the “Contract”) in the ESA’s jurisdiction (the “Exclusive Area”).

C. Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.* provides for and encourages political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

D. The Agency is located outside of the jurisdictional boundaries of the Exclusive Area. Nonetheless and in recognition of the proximity of the Agency to the Exclusive Area and the mutual response agreement between the Parties, the Parties desire to enter into this Agreement in order to assure coordinated, effective and efficient ground emergency ambulance services within the Agency’s jurisdictional boundaries which will benefit the taxpayers and citizens of the Agency.

E. The Parties agree it is in their mutual interest and for the public health, safety, convenience and welfare that they enter into this Agreement in order for the Agency to authorize the ESA to represent it on matters related to the secondary provision of ground emergency ambulance services by the Contractor, and to confirm that the Agency’s jurisdictional boundaries are outside of the Exclusive Area.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the Parties agree as follows:

Agreement

1. ESA's Obligations:

A. Through the ESA board, oversee the Contractor’s performance of and compliance with the Contract to provide ground emergency ambulance services in the Exclusive Area, oversee the mutual response agreement between Agency and Contractor, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract.

- B. Through ESA staff, provide management, oversight and administration of the Contract at no cost to Agency.
- C. Coordinate with state and other local government entities to provide an efficient and effective regional emergency medical response system.
- D. Assure the ESA's compliance with the establishing IGA, including without limitation, delivery of an annual independent audit and adoption of policies and procedures for the ESA.
- E. At such times as required or desired by the ESA, to develop and implement a request for proposal (RFP) procurement process for a new ground ambulance services contract at no cost to Agency.
- F. Recognize that Agency is providing primary ground emergency ambulance services within its jurisdictional boundaries, that the Contractor will only directly provide services to the Agency pursuant to the mutual response terms, and that the Agency's protocols and direct delivery of service within the Agency's boundaries shall not be limited or otherwise managed by the Contractor or this Agreement.

2. Agency's Obligations:

- A. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.
- B. Communicate with the ESA board any questions or concerns of the Agency in connection with performance of the Contract.

3. Termination of this Agreement:

- A. The Parties acknowledge that the ESA's ability to contract with a ground emergency ambulance services provider is dependent on the ESA's ability to accurately identify the jurisdictional boundary of the Exclusive Area on at least an annual calendar-year basis and while undergoing the RFP procurement process. The Parties further acknowledge that for emergency medical response system planning purposes, the ESA and Contractor must be able to accurately forecast the territory to be included within the Exclusive Area at least sixty (60) days' in advance of January 1 of each Contract year. Agency agrees that if Agency decides to terminate its own ground emergency ambulance services in its jurisdiction in accordance with Colorado and local laws and ordinances, Agency shall provide written notice to the ESA at least sixty (60) days' in advance of the decision to terminate its own ground emergency ambulance services.
- B. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written notice to ESA, subject to compliance with the notification requirements set forth in paragraph 3 (C). The parties may waive the 60-day written notice requirement upon mutual agreement.

- C. In the event the governing body of the Agency does not appropriate funds to operate its ground emergency ambulance services, or appropriated funds are insufficient to operate its ground emergency ambulance services, this Agreement shall automatically terminate without Agency liability. Such termination shall be effective upon the date that funds are no longer appropriated to fund the Agency's ground emergency ambulance services or upon the date that the Agency determines that appropriated funds are insufficient to fund its ground emergency ambulance services without compliance with paragraph 3 (A) of this Agreement. Agency will provide written notice to ESA whenever funds are not appropriated or appropriated funds are insufficient to fund the Agency's ground emergency ambulance services. Agency acknowledges its responsibility to ensure that ground emergency ambulance services are available within its jurisdictional boundary if Agency terminates this Agreement pursuant to this paragraph 3 (C).
4. Agency Authority. This Agreement has been duly adopted by the Agency's governing body and the undersigned Agency representative is authorized to execute this Agreement on behalf of the Agency.
5. Effect. This Agreement shall be effective upon approval by both the ESA board and the Agency's governing body. This Agreement shall continue to be in effect unless terminated in accordance with paragraph 3 above, or unless superseded by a subsequent agreement among the Parties.
6. Governing Law. This Agreement, and the application and interpretation hereof, shall be governed by the laws of the State of Colorado. This Agreement will also be governed by and interpreted in accordance with applicable ordinances, regulations, rules, written guidelines and written policies. Exclusive venue for any disputes or legal proceedings arising out of this Agreement shall be in El Paso County, Colorado.
7. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable by judgment or court order, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties. Any prior written or oral agreements which are different from the terms, conditions and provisions of this Agreement shall not be binding upon either Party. Any amendments or modifications of the terms of this Agreement shall be approved in writing by both Parties.
9. Other Conditions. (attach additional pages describing any additional conditions)

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: _____ Date: _____
Chair

BY: _____
Secretary

FOR: Cimarron Hills Fire Protection District

BY: Approved (signature): Matthew R. Love Date: 8.14.2014
Name (printed): Matthew R. Love
Title: Fire Chief

INTERGOVERNMENTAL AGREEMENT FOR GROUND EMERGENCY AMBULANCE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the EL PASO COUNTY EMERGENCY SERVICES AUTHORITY ("ESA") and the Green Mountain Falls/Chipta Park Fire Protection District ("Agency") (individually, a "Party" and collectively, the "Parties").

Background and Purpose

A. Pursuant to the *Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* dated April 1, 2014, (the "Establishing IGA"), between El Paso County and the City of Fountain, created the ESA, a separate public entity, to oversee an exclusive contract to provide ground emergency ambulance services within the ESA's geographical jurisdiction, including unincorporated El Paso County and participating municipalities and special districts.

B. Effective July 1, the ESA has entered into an agreement with AMR, (the "Contractor"), for the exclusive provision of ground emergency ambulance services (the "Contract") in the ESA's jurisdiction (the "Exclusive Area").

C. The Agency is a political subdivision of the State of Colorado and pursuant to applicable state statutes, has the power and authority to provide its own emergency ambulance services within its jurisdictional boundaries. The Agency is providing its own ground emergency ambulance emergency service within its jurisdictional boundaries through the UTE PASS REGIONAL AMBULANCE DISTRICT as now existing or as may be hereinafter be included in the Green Mountain Falls/Chipta Park Fire Protection District and any area to which the Green Mountain Falls/Chipta Park Fire Protection District is

authorized to respond.

D. Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.* provides for and encourages political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

E. The Parties desire to enter into this Agreement in order to assure coordinated, effective and efficient ground emergency ambulance services within the Agency's jurisdictional boundaries which will benefit the taxpayers and citizens of the Agency.

F. The Parties agree it is in their mutual interest and for the public health, safety, convenience and welfare that they enter into this Agreement in order for the Agency to authorize the ESA to represent it on matters related to the provision of ground emergency ambulance services by the Contractor, and to confirm that the Agency's jurisdictional boundaries are outside of the Exclusive Area.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the Parties agree as follows:

Agreement

1. ESA's Obligations:

A. Through the ESA board, oversee the Contractor's performance of and compliance with the Contract to provide ground emergency ambulance services in the Exclusive Area, oversee the mutual response agreement between Agency and Contractor, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract.

- B. Through ESA staff, provide management, oversight and administration of the Contract at no cost to Agency.
- C. Coordinate with state and other local government entities to provide an efficient and effective regional emergency medical response system.
- D. Assure the ESA's compliance with the establishing IGA, including without limitation, delivery of an annual independent audit and adoption of policies and procedures for the ESA.
- E. At such times as required or desired by the ESA, to develop and implement a request for proposal (RFP) procurement process for a new ground ambulance services contract at no cost to Agency.
- F. Recognize that Agency is providing primary ground emergency ambulance services within its jurisdictional boundaries.

2. Agency's Obligations:

- A. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries.
- B. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.
- C. Communicate with the ESA board any questions or concerns of the Agency in connection with performance of the Contract.

3. Termination of this Agreement:

- A. The Parties acknowledge that the ESA's ability to

contract with a ground emergency ambulance services provider is dependent on the ESA's ability to accurately identify the jurisdictional boundary of the Exclusive Area on at least an annual calendar-year basis and while undergoing the RFP procurement process. The Parties further acknowledge that for emergency medical response system planning purposes, the ESA and Contractor must be able to accurately forecast the territory to be included within the Exclusive Area at least six (6) months in advance of January 1 of each Contract year. Agency agrees that if Agency decides to terminate its own ground emergency ambulance services in its jurisdiction in accordance with Colorado and local laws and ordinances, Agency shall provide written notice to the ESA at least six (6) months in advance of December 31 of the current year of the decision to terminate its own ground emergency ambulance services.

B. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written notice to ESA, subject to compliance with the notification requirements set forth in paragraph 3 (C). The parties may waive the 60-day written notice requirement upon mutual agreement.

C. In the event the governing body of the Agency does not appropriate funds to operate its ground emergency ambulance services, or appropriated funds are insufficient to operate its ground emergency ambulance services, this Agreement shall automatically terminate without Agency liability. Such termination shall be effective upon the date that funds are no longer appropriated to fund the Agency's ground emergency ambulance services or upon the date that the Agency determines that appropriated funds are insufficient to fund its ground emergency ambulance services without

compliance with paragraph 3 (A) of this Agreement. Agency will provide written notice to ESA whenever funds are not appropriated or appropriated funds are insufficient to fund the Agency's ground emergency ambulance services. Agency acknowledges its responsibility to ensure that ground emergency ambulance services are available within its jurisdictional boundary if Agency terminates this Agreement pursuant to this paragraph 3 (C).

4. Agency Authority. This Agreement has been duly adopted by the Agency's governing body and the undersigned Agency representative is authorized to execute this Agreement on behalf of the Agency.

5. Effect. This Agreement shall be effective upon approval by both the ESA board and the Agency's governing body. This Agreement shall continue to be in effect unless terminated in accordance with paragraph 3 above, or unless superseded by a subsequent agreement among the Parties.

6. Governing Law. This Agreement, and the application and interpretation hereof, shall be governed by the laws of the State of Colorado. This Agreement will also be governed by and interpreted in accordance with applicable ordinances, regulations, rules, written guidelines and written policies. Exclusive venue for any disputes or legal proceedings arising out of this Agreement shall be in El Paso County, Colorado.

7. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable by judgment or court order, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties. Any prior written or oral agreements

which are different from the terms, conditions and provisions of this Agreement shall not be binding upon either Party. Any amendments or modifications of the terms of this Agreement shall be approved in writing by both Parties.

9. Other Conditions. (attach additional pages describing any additional conditions)

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: _____ Date: _____

Chair

BY: _____ Date: _____
Secretary

FOR: Green Mountain Falls/Chipta Park Fire Protection District

BY: Approved
(signature): 

August 14, 2014

Name (printed): __Gary
Florence_____

Title: _____ Treasurer _____

INTERGOVERNMENTAL AGREEMENT FOR GROUND EMERGENCY AMBULANCE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (“ESA”) and the Colorado Centre Metropolitan District (“Agency”) (individually, a “Party” and collectively, the “Parties”).

Background and Purpose

A. Pursuant to the *Amended and Restated Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* dated _____ June 24, 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, the ESA created a separate public entity to oversee an exclusive contract to provide ground emergency ambulance services within the ESA’s geographical jurisdiction, including unincorporated El Paso County and participating municipalities and special districts.

B. Effective July 1, the ESA has entered into an agreement with AMR, (the “Contractor”), for the exclusive provision of ground emergency ambulance services (the “Contract”) in the ESA’s jurisdiction (the “Exclusive Area”).

C. The Agency is a political subdivision of the State of Colorado and pursuant to applicable state statutes, has the power and authority, but not the duty, to provide its own emergency ambulance services within its jurisdictional boundaries. The Agency is located within unincorporated El Paso County and currently receives ground emergency ambulance service within its jurisdictional boundaries through El Paso County.

D. Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.* provides for and encourages political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

E. The Parties desire to enter into this Agreement in order to assure coordinated, effective and efficient ground emergency ambulance services within the Agency's jurisdictional boundaries, which the Agency has determined, based on its own review, will benefit the taxpayers and citizens of the Agency.

F. The Parties agree it is in their mutual interest and for the public health, safety, convenience and welfare that they enter into this Agreement in order for the Agency to authorize the ESA to represent it on matters related to the provision of ground emergency ambulance services by the Contractor with the Agency's jurisdictional boundaries which are to be included within the Exclusive Area pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the Parties agree as follows:

Agreement

1. ESA's Obligations:

- A. Through the ESA board, oversee the Contractor's performance of and compliance with the Contract and ensure the Contractor is otherwise complying with all terms and conditions of the Contract.
- B. Through the ESA staff, provide management, oversight and administration of the Contract at no cost to Agency.
- C. Coordinate with state and other local government entities to provide an efficient and effective regional emergency medical response system, including ground emergency ambulance services.
- D. Assure the ESA's compliance with the establishing IGA, [which is incorporated herein by reference,] including without limitation, delivery of an annual independent audit and adoption of policies and procedures for the ESA.
- E. At such times as required or desired by the ESA, to develop and implement a request for proposal (RFP) procurement process for a new ground ambulance services contract at no cost to Agency.
- F. Recognize that the Agency, if it chooses, may provide its own, or primary, ground emergency ambulance services within its jurisdictional boundaries.

2. Agency's Obligations:

- A. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.
- B. Communicate with the ESA board any questions or concerns of the Agency in connection with performance of the Contract.

3. Inclusion of Agency Service Territory; Termination:

- A. The Parties acknowledge that the ESA's ability to contract with a ground emergency ambulance services provider is dependent on the ESA's ability to accurately identify the jurisdictional boundary of the Exclusive Area on at least an annual calendar-year basis and while undergoing the RFP procurement process. The Parties further acknowledge that for emergency medical response system planning purposes, the ESA and Contractor must be able to accurately forecast the territory to be included within the Exclusive Area at least six (6) months in advance of January 1 of each Contract year. By this Agreement, the Agency's service territory is hereby included within the Exclusive Area for purposes of ESA's Contract with Contractor. The Agency further agrees that if the Agency decides it no longer wishes to receive ground emergency ambulance services in its jurisdiction from Contractor under this Agreement, the Agency shall provide written notice to the ESA pursuant to paragraph 3(B) below of its decision to terminate this Agreement. Nothing in this Agreement shall obligate the Agency to provide its own ground emergency ambulance services or to impose charges, fees or tax levies within its jurisdiction to receive such services under this Agreement from or through the Contractor, El Paso County or the ESA.

- B. Either Party may terminate this Agreement upon at least sixty (60) days' written notice to the other Party. The Parties may waive the 60-day written notice requirement upon mutual agreement.
4. Agency Authority. This Agreement has been duly adopted by the Agency's governing body and the undersigned Agency representative is authorized to execute this Agreement on behalf of the Agency.
5. Effect. This Agreement shall be effective upon approval by both the ESA board and the Agency's governing body. Nothing herein grants any third-party rights or claims as regarding the Parties' performance of this Agreement per their respective obligations set forth in paragraph 2 above. This Agreement shall continue to be in effect unless terminated in accordance with paragraph 3 above, or unless superseded by a subsequent agreement among the Parties.
6. Governing Law; Venue. This Agreement, and the application and interpretation hereof, shall be governed by the laws of the State of Colorado. This Agreement will also be governed by and interpreted in accordance with applicable ordinances, board resolutions, regulations, rules, written guidelines and written policies of the Parties, and in the event of any conflict or inconsistency those of ESA shall control. Exclusive venue for any disputes or legal proceedings arising out of this Agreement shall be in El Paso County, Colorado.
7. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable by judgment or court order, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties. Any prior written or oral agreements which are different from the terms, conditions and provisions of this Agreement shall not be binding upon either Party. Any amendments or modifications of the terms of this Agreement shall be approved in writing by both Parties.

9. Other Conditions. (attach additional pages describing any additional conditions)

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: _____ Date: _____
Chair

BY: _____
Secretary

FOR COLORADO CENTRE METROPOLITAN DISTRICT

BY: _____ Date: _____
Michael Cantin, President

BY: _____ Date: _____
Karen Harvey, Secretary

	Philadelphia			OneBeacon	Hull & Co. / Schaefer	Travelers
Items	2012 Annual Premium	2013 Annual Premium	2013-14 Quoted Annual Premium	Combined Quote (Prop & GL)	Combined Quote (Prop & GL)	Declined
Property	\$381	\$399	\$364	N/A	N/A	N/A
General Liability	\$211	\$222	\$160	N/A	\$1,417	N/A
Total	\$592	\$621	\$524	\$2,775	\$1,417	N/A

INSURANCE | RISK MANAGEMENT | SURETY | EMPLOYEE BENEFITS



El Paso County Emergency Services Authority

2014- 2015 Insurance Proposal

General Liability

August 27, 2014

IMA, Inc.



Protecting Assets. Making a Difference.SM

El Paso County Emergency Services Authority

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This quotation is offered based upon exposures to loss that were made known to IMA at the time of this quotation. If any of the information you provided is inaccurate, the terms and conditions, premium, or even availability of the insurance summarized here may be subject to change. If you have changes in your business operations at any time, please notify us as soon as possible so coverage can be discussed.

This presentation is intended as a summary only and does not include all of the policy terms, conditions, limitations, and exclusions. Specimen copies are available for your review prior to the binding of coverage, upon your request. Please refer to your actual policies for specific coverage information. In the event of a discrepancy between this presentation and the policy, the policy will supersede this presentation.

Requests to bind or change coverage through email, voice mail or other means will not take effect until you receive written communication from your IMA representative confirming coverage is bound.



El Paso County Emergency Services Authority

Your IMA Team

	DOROTHY STEVENS Vice President (303) 615-7576 E-mail: dorothy.stevens@imacorp.com	Ultimate responsibility for strategic planning and coordination and delivery of all services provided to El Paso County Emergency Services Authority.
	WENDY TELLER Servicing Account Manager (303) 615-7537 E-mail: wendy.teller@imacorp.com	<ul style="list-style-type: none">▪ Renewal Process▪ Exposures▪ Client Questions▪ Coverage Overview
	COURTNEY JOHNSON Account Manager (303) 615-7562 E-mail: courtney.johnson@imacorp.com	<ul style="list-style-type: none">▪ Policy Review Process▪ Invoicing▪ Binders▪ Certificates▪ Endorsement Process▪ Auto ID Cards
	CLARISSA DELHOTAL Marketing Specialist Executive Risk Solutions (303) 615-7559 E-mail: clarissa.delhotal@imacorp.com	Negotiates and places Executive Liability lines, including: Directors and Officers, Employment Practices, Fiduciary, Errors & Omissions and Cyber Liabilities; Crime and Kidnap for Ransom.
	MARY OBERTS Claim Advocate (303) 615-7556 E-mail: mary.oberts@imacorp.com	<ul style="list-style-type: none">▪ Claims Follow-up▪ Loss Reports▪ Adjuster/El Paso County Emergency Services Authority Liaison

Certificate of Insurance requests can be faxed to 303-534-0600 or e-mailed to denpam@imacorp.com.

Claim Emergency Phone Number: After hours only (5:00pm-8:00am MST and on weekends) 303-615-7699

Any IMA team member is ready to assist you with any questions at any time.

El Paso County Emergency Services Authority

Premium Summary

Items	2014-2015 Annual Premium
Property	\$ 364
General Liability	\$ 160
TOTAL	\$ 524

Note: These premiums may be subject to additional state taxes, surcharges or assessments, surplus lines taxes, and/or fees other than those shown above.

Minimum Earned Premium:	Where a Minimum Earned Premium is indicated, if insurance is cancelled at your request or the audit is a return premium, the minimum earned premium will be retained by the carrier.
Minimum and Deposit (M&D) Premium:	Where an M&D premium is indicated, it applies for the full policy term. If the audit premium is less than the M&D premium, the M&D premium will apply, with no return premium payable to you. In the event of cancellation, the earned premium will be the greater of the earned portion of the M&D premium or the audit premium, subject to any Minimum Earned requirements. Definitions for M&D may vary from this generic definition – refer to your policy for specific terms.

Compensation Disclosure

The IMA Financial Group, Inc. is a national financial services company with numerous affiliates and subsidiaries, including IMA, Inc., Signature Select LLC, IMA Acumen, LLC, CORnerstone Risk Solutions, LLC, Towerstone, Inc., and TrueNorth, Inc., which owns TrueNorth Securities, Inc. (collectively the "IMA Group"). These entities, excluding TrueNorth, Inc. and IMA Acumen, LLC, are insurance producers licensed in accordance with respective state requirements. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The producer may have access to more than one insurance company to place the purchaser's coverage. The producer may have authority to obligate the insurance company on the purchaser's behalf and as a result may be required to act within the scope of contractual agreements with the insurer. Compensation will be paid to the producer by the insurer or other third parties. Compensation may vary depending on a number of factors, including the insurer and the insurance contract the purchaser selects, the volume of business the producer places with the insurer, and the profitability of that business. In addition to the compensation received by the IMA Group, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by the IMA Group), may earn and retain usual and customary commissions or other compensations for providing insurance products to a Client under separate contracts with insurers or reinsurers. Such payments will not be considered as compensation to IMA and will not offset any compensation payable to IMA. In addition, there may be referral compensation shared within the IMA Group. Further, the IMA Group may receive contingent or incentive payments or allowances from insurers or finance companies based on the size or performance of an overall book of business produced with them by the IMA Group. Additionally, expense reimbursements for travel or technology enhancements, salary offsets or de minimis gifts may be provided. The IMA Group may also receive interest on premium being held prior to disbursement. Upon written request, the IMA Group will provide to Client additional details and information about any and all compensation arrangements for insurance placed and/or quoted on behalf of the Client. Revised 01/01/12.



El Paso County Emergency Services Authority

Marketing Summary

Carrier	Response
OneBeacon	Quoted \$2,775
Philadelphia	Quoted
Travelers	Declined – Below minimum premium

El Paso County Emergency Services Authority

Declined & Discontinued Coverages

2014

- N/A



El Paso County Emergency Services Authority

Named Insured Summary

- El Paso County Emergency Services Authority

Important Note: Please check to ensure all Named Insureds are shown above. If an entity is not listed above (including partnerships, corporations, joint ventures, limited liability companies, individual proprietorships, etc.), they are not included as a Named Insured under any insurance policy. We must be notified as soon as possible of the formation or purchase of new companies so that the insurance ramifications may be considered. Do not assume they are covered automatically.

El Paso County Emergency Services Authority

Location Schedule

- 3275 Akers Drive, Suite B23
Colorado Springs, CO 80922-1370



El Paso County Emergency Services Authority

Property

Coverage	Personal Property including Furniture, Fixtures, Equipment, including Stock and Improvements and Betterments
Limits	\$ 8,000 Business Personal Property \$ 25,000 Extra Expense 40% Extra Expense – 30 Days or Less 80% Extra Expense – 60 Days or Less 100% Extra Expense – Over 60 Days
Causes of Loss	Special Form: Risks of Direct Physical Loss unless the Loss is subject to an Exclusion or Limitation.
Coinsurance	90%
Valuation	Replacement Cost: Cost New without Reduction for Physical Damage on all Real and Personal Property.
Deductible	\$ 1,000 Per Occurrence
Exclusions (Including but not limited to)	<ul style="list-style-type: none">▪ Nuclear▪ Fungus, Wet Rot, Dry Rot▪ Radiological, Chemical or Biological Terrorism▪ War and Military Action▪ Water – Flood, Surface Water, Backup of Sewer and Drain, Mudslide



El Paso County Emergency Services Authority

PROPERTY (CONTINUED)

- | | |
|-------------------|--|
| Comment(s) | <ul style="list-style-type: none">▪ Earth Movement▪ Virus or Bacteria

<ul style="list-style-type: none">a. Property value determination is ultimately the insured's responsibility. Please keep in mind, as the California wildfires and Florida hurricanes have demonstrated, the cost to rebuild is affected by material and labor increases after a catastrophe.b. Includes Terrorism. |
|-------------------|--|

El Paso County Emergency Services Authority

Commercial General Liability

Coverage	Provides coverage for damage you are legally obligated to pay because of Bodily Injury or Property Damage caused by an occurrence.
Limits	<ul style="list-style-type: none">\$ 1,000,000 Each Occurrence Limit\$ 1,000,000 Personal and Advertising Injury Limit\$ 15,000 Premises Medical Expense – Each Person\$ 1,000,000 Damage to Premises Rented to You – Any One Premises\$ 2,000,000 General Aggregate Limit (Other than Products – Completed Operations)\$ 2,000,000 Products & Completed Operations Aggregate Limit
	Defense Provided in Addition to Above Limits
Deductibles	None
Rating Basis	Area – 154 sq. ft. (Office) (Subject to minimum premium)
Additional Coverages	Insured includes Volunteer Workers and Employees
IMA Premium Audit Statement	The premium charged for your insurance policy is an estimated deposit premium subject to review and adjustment by the insurance company upon the expiration of your policy. Any additional premiums developed as a result of increased hazards not reflected in the deposit premium are due immediately. A premium that was over estimated for the policy term will be adjusted and a return premium granted.



El Paso County Emergency Services Authority

COMMERCIAL GENERAL LIABILITY (CONTINUED)

Exclusions (Including but not limited to)

- Nuclear Energy Liability
- Employment Practices
- Fungi or Bacteria
- Lead, Silica, Asbestos
- Abuse or Molestation
- Violation of Statutes that Govern E-mails, Fax, Phone calls, etc.
- Pollution
- All Professional Services
- Nuclear, Biological, Chemical, or Radiological Terrorism

Comment(s)

- a. Higher limits of liability may be available. Please contact us if you are interested in pursuing them.
- b. Terrorism (TRIA) Included.

El Paso County Emergency Services Authority

A.M. Best Rating

Every effort is made by IMA to place your insurance coverage with companies that have displayed evidence of being in good financial condition and size as determined by recognized rating agencies such as A.M. Best. The responsibility for financial strength lies with the insurance companies themselves and the state insurance commissioners. IMA is not responsible for the financial strength of the insurance companies with whom business is placed. We do attempt to access and utilize those insurance companies that are the best available to meet your needs.

The A.M. Best ratings for the insurance companies that have quoted your insurance program are as follows:

Coverage	Insurance Carrier	A.M. Best Rating	Admitted – Surplus Lines
Package	Philadelphia Insurance Company	A+ XIV	Admitted

Admitted/Surplus Lines/Guaranty Fund Data

The term admitted carrier refers to an insurer which has been approved or licensed by a given state insurance department to write business within that state. Such carriers are also referred to as authorized carriers. An authorized carrier is protected by the State Guaranty Fund should an insolvency (bankruptcy) of the insurer occur. The protection is subject to certain maximum per claim limits and other restrictions/limitations. To review the guaranty laws for your particular state of operation, go to the website, <http://www.ncigf.org/>.

A surplus lines carrier, also known as a non-admitted or unauthorized carrier, in a given state is not protected at all by the Guaranty Fund in that state should the carrier become insolvent. Nor has the policy wording or rates been reviewed by the Insurance Department of the State.

IT IS IMPORTANT TO KEEP IN MIND THAT AN ADMITTED OR SURPLUS LINES STATUS, AS WELL AS THE RESULTING APPLICABILITY OF ANY STATE'S GUARANTY FUND, ARE ISSUES ONLY IF/WHEN A CARRIER IS DECLARED INSOLVENT.

IMA DOES NOT GUARANTEE THE FINANCIAL SOLVENCY OF ANY INSURANCE CARRIER.



El Paso County Emergency Services Authority

Guide To A.M. Best's Insurer Financial Strength Ratings

The objective of Best's rating system is to provide an opinion as to an insurer's financial strength and ability to meet ongoing obligations to policyholders. Opinions are derived from an evaluation of a company's balance sheet strength, operating performance and business profile as compared with Best's quantitative and qualitative standards. Best's Ratings may be viewed at www.ambest.com. Best's ratings are not a warranty of a company's financial strength and ability to meet its ongoing obligations to policyholders.

A++ and A+ (Superior): Assigned to companies which have, on balance, superior balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have a very strong ability to meet their ongoing obligations to policyholders.

A and A- (Excellent): Assigned to companies which have, on balance, excellent balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have a strong ability to meet their ongoing obligations to policyholders.

B++ and B+ (Very Good): Assigned to companies which have, on balance, very good balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have a good ability to meet their ongoing obligations to policyholders.

B and B- (Fair): Assigned to companies which have, on balance, fair balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have an ability to meet their current obligations to policyholders, but their financial strength is vulnerable to adverse changes in underwriting and economic conditions.

C++ and C+ (Marginal): Assigned to companies which have, on balance, marginal balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have an ability to meet their current obligations to policyholders, but their financial strength is vulnerable to adverse changes in underwriting and economic conditions.

C and C- (Weak): Assigned to companies which have, on balance, weak balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in Best's opinion, have an ability to meet their current obligations to policyholders, but their financial strength is very vulnerable to adverse changes in underwriting and economic conditions.

E (Under Regulatory Supervision): Assigned to companies (and possibly their subsidiaries/affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control or restraint, whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.

F (In Liquidation): Assigned to rated companies which have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company.

S (Rating Suspended): Assigned to companies that have experienced sudden and significant events affecting their financial position or operating performance whose rating implications cannot be evaluated due to a lack of timely or adequate information.

Not Rated Categories (NR): The Not Rated (NR) designation is assigned to companies that are not rated by A.M. Best.

u (Under Review): Under Review (u) Rating Modifiers are assigned to Best's Ratings and Financial Performance Ratings to identify companies whose rating opinions are Under Review and may be subject to near-term change due to developing implications.

Financial Size Categories (FSC)

Assigned to companies and reflects their size based on their capital, surplus and conditional reserve funds in millions of U.S. dollars, using the scale below.

I	less	than	1	IX	250	to	500
II	1	to	2	X	500	to	750
III	2	to	5	XI	750	to	1,000
IV	5	to	10	XII	1,000	to	1,250
V	10	to	25	XIII	1,250	to	1,500
VI	25	to	50	XIV	1,500	to	2,000
VII	50	to	100	XV	greater	than	2,000
VIII	100	to	250				

El Paso County Emergency Services Authority

Privacy Policy Notice

Effective July 1, 2001

Revised October 2011

The IMA Financial Group, Inc. and its insurance brokerage subsidiaries and affiliates (collectively referred to in this notice as "we," "us," or "our") provide insurance brokerage services and sell insurance products and services to commercial businesses and to individuals for personal, family and household purposes. The IMA Financial Group, Inc. and all of its subsidiaries are collectively referred to in this notice as the "IMA Group." "You"/"Your Company" refers to each of our customers or prospects who may engage us to provide services for or on your behalf, such as placing your insurance and/or providing you with insurance risk management or consulting products and/or services, and as otherwise allowed or required by law. This Privacy Policy applies to each of the websites in the IMA Group. While you can link to the website for TrueNorth, Inc. through the IMA Group websites, this Privacy Policy does not apply to the information collected by TrueNorth. Please review the privacy policy for the TrueNorth site when visiting that site via the link at the bottom of the TrueNorth Page.

WHY YOU ARE RECEIVING THIS PRIVACY POLICY NOTICE

Federal and state laws and regulations generally prohibit us from sharing nonpublic personal, financial or health information about you with a non-affiliated third party unless we provide you with a notice of our privacy policies and practices, such as the types of information that we collect about you and the categories of persons or entities to whom it may be disclosed. In compliance therewith, we are providing you this notice about our privacy policies and practices.

THE INFORMATION THAT WE COLLECT

We collect and maintain your information so we can provide insurance brokerage services and sell insurance products to you, as well as process your insurance claims. In providing our various services, we may obtain certain non-public, personal, financial or health information. The types and categories of information we may collect about you in the performance of services for you includes:

- Information we receive from you on applications for insurance coverage and other forms to provide insurance brokerage services to you (such as your name, home address, social security, telephone number, financial information such as the fair market value of property you wish to insure, and health information);
- Information you authorize us to collect (such as health information for underwriting purposes) or information we are authorized or required by law to collect (such as medical records in a workers' compensation case);
- Information that we generate to service your account (such as loss claim information);
- Information we receive from a consumer reporting agency such as motor vehicle and driver data, credit history, and employment information; and
- Information about your transactions with us and our affiliates such as your policy coverage, premium payment history, the premium you pay and claims information.

Much of the information discussed above is not collected on the IMA Group sites which include www.imacorp.com, www.signatureselect.com, www.towerstonecorp.com (the "Sites").

Contact Us.

Information that may be collected or submitted on the Sites includes your first and last name, business name, city and state, phone number, email address and any other information you provide to us in your correspondence with us when you submit a form through the Contact Us page on our Sites. We use this information in order to respond to your question or request. We may also use your email address to send you promotional and informational emails. You have the opportunity to opt out of receiving promotional emails.

Careers.

Additionally, you may apply for jobs with the IMA Group through the Careers page on the IMA corporate site. When you submit your resume in response to a current job opening, we collect all the information that is included in the resume that you submit to us along with your email address so that we can contact you. We use this information solely for human resources purposes. We do not share the information we collect through our Careers page other than with our affiliates as it relates to the position for which you applied.

Cookies.

We may also collect information about how you access the Sites using cookies. Session ID cookies may be used by us to track your preferences while you are visiting the Sites. They also help to minimize load times and save on server processing. Persistent cookies may be used by us to store other information. Cookies used on the Sites do not contain your personal information.

Log Files.

We use log files which may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyze trends, administer the site, track your movement in the aggregate, and gather broad demographic information for aggregate use. However, none of this information contains personal information.

Children's Information.

Protecting the privacy of the very young is especially important. For that reason, we do not collect or maintain information on or through our website from those we actually know are under 13 years old, and no part of our website is structured to attract anyone under 13 years old.

INFORMATION SHARING PRACTICES WITHIN THE IMA GROUP

We may share nonpublic information about you within the IMA Group, as permitted by law, to enable us to service and maintain your account and provide information to you about products and services of the IMA Group. IMA may collect data and other similar information of its customers and prospects and may use and share that data in our internal systems, such as sales management applications. These systems permit IMA employees to access and process such data solely for the purposes of customer request completion, business administration, business reporting, statistical analysis and marketing of IMA products and services. IMA may share the business contact data among its affiliates. The circumstances under which disclosure within the IMA Group is permitted by law include disclosure to our subsidiaries TrueNorth, Inc. and TrueNorth Securities, Inc. to provide information to you about those subsidiaries' investment management and securities brokerage services. We may use your information in order to contact you and send you information about the IMA Group or about our products and services. Specifically, we may use your email address to send you newsletters about our products and services, company news and events or educational opportunities.



El Paso County Emergency Services Authority

SHARING INFORMATION OUTSIDE THE IMA GROUP

We do not disclose any nonpublic information about you to non-affiliated third parties, except as permitted by law. The circumstances under which disclosure to non-affiliated third parties is permitted by law include disclosures to insurance companies or insurance intermediaries to obtain any insurance coverage requested by you or to process insurance claims. The circumstances under which disclosure to non-affiliated third parties is permitted by law also include to our auditors, appraisers and legal advisors, in response to a court order, governmental authorities pursuant to legal process, to prevent fraud, and/or disclosures to authorized third party service providers acting on our behalf, that perform marketing and other services for us, such as electronic enrollment service providers, to other financial institutions with which we have joint marketing agreements, such as banks, securities broker-dealers, registered investment advisors, and insurance providers.

HOW WE PROTECT YOUR INFORMATION

We take commercially reasonable steps to ensure that your information is kept safe from unauthorized access. We may use physical, electronic and procedural safeguards to protect your private information and to assist us in preventing unauthorized access to that information.

To fulfill our privacy commitment, we take certain actions which may include:

- Adopting policies and procedures that put in place physical, electronic and other safeguards to keep your personal information safe;
- Striving to maintain the accuracy of your information and responding to any questions or concerns you may raise in its regard;
- Requiring third parties that perform services for us to have standards to keep your information confidential;
- Protecting information of our former clients to the same extent as our current clients.

Despite reasonable technological measures taken by us, technology can be bypassed and we cannot guarantee privacy of your information. You agree that we shall not be responsible for any loss, damages or liability arising from the information you provide to us in any way and you shall have no recourse against us, or any employee, officer, director, shareholder, agent or representative for such loss, damage, liability.

REQUESTS FOR YOUR INFORMATION and OPT OUT RIGHTS

To the extent provided by applicable federal or state law, you may have certain rights to access and correct the information we have collected about you. Additionally, if you have questions or would like to request that your information not be shared among the IMA Group, please contact the IMA Compliance Department at privacy.officer@imacorp.com. If you wish to correct your information we may take reasonable steps to ensure your identification before making the requested corrections. You can opt out of receiving any promotional emails that we send to you by sending an email requesting to be removed from the email list at privacy.officer@imacorp.com or by clicking on the unsubscribe link at the bottom of the email you receive from us.

OUR POLICY REGARDING DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to our privacy policy, or the breach of our privacy policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

RESERVATION OF RIGHT TO DISCLOSE INFORMATION IN UNFORESEEN CIRCUMSTANCES

In connection with the sale or potential sale or transfer of all or part of our company or its assets, we reserve the right to sell or transfer your information to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be our successor in interest with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy policy.

This notice is for information only. No reply is necessary. If you have questions about any of the terms of this privacy policy please contact us at info@imacorp.com.

Terrorism

Most policies either exclude coverage or only provide coverage on a limited basis. Refer to your policy. Those that only cover “certified acts” will provide coverage only if the loss meets requirements as outlined in the federal Terrorism Risk Insurance Act (TRIA). TRIA covers certain commercial insurers and causes of loss as specified in the Act. Therefore, certain lines of insurance do not fall within its provisions including, but not limited to: group life insurance, personal auto and homeowners, commercial auto, medical malpractice, professional (except Director’s and Officer’s), burglary and theft, surety, and farm-owners multi-peril insurance coverages. A TRIA extension was signed into law on December 26, 2007. “Certified Acts” coverage starting or renewing after December 26, 2007 will include coverage for “domestic” acts of terrorism in addition to coverage previously provided for “foreign” acts of terrorism. Your policy may be endorsed to bring it into compliance with these new requirements. For policies in effect prior to December 26, 2007, insurers are not required to offer expanded coverage for “domestic” acts of terrorism. If you are uncertain how your policy will respond, please contact us.

El Paso County Emergency Services Authority

IMA Premium Payment Considerations

To Avoid Cancellation of Your Insurance

Insurance is crucial to your business in the unfortunate event of a claim. You correctly expect covered losses to be paid once coverage is effective. Insurance companies, in turn, expect that premiums will be paid when the policy goes into effect. Late payments may jeopardize your insurance.

Our Policy

To help you prevent an unintended cancellation of your insurance or lapse in coverage, premiums should be in our hands when the policy takes effect. In the case of adjustments, endorsements or audits, premiums are payable upon receipt of our invoice.

If you question or do not understand any portion of your account, please pay the undisputed portion and contact us promptly so that we may respond to your concerns.

Reinstatement

Keep in mind that if your policy is canceled for non-payment or late payment, the carrier will determine whether they are willing to reinstate coverage or not. **Never assume that they will do so.**

Cancellation

Should you cancel your insurance before its normal expiration date, the insurance company will charge an earned premium. You will be responsible for paying this earned premium.

Past Due Accounts

Premium payments are due within **30 days**, unless noted otherwise on the invoice. Failure to pay premiums **by the due date** will subject your policies to cancellation for non-payment.

We welcome the opportunity to answer your questions and encourage you to call if further explanation is needed.

Premium Financing

If you prefer extended payment terms, we may be able to make arrangements with the insurer or a third-party finance company. However, you must make this election at the time the policy goes into effect. Contact us immediately if you wish to finance your premiums.

El Paso County Emergency Services Authority

Direct Bill Payments/Premium Finance Pay Plans

Since these payment plans are agreements between you and the insurance company or finance company, you receive your billing notices, etc. directly from them. In order to avoid a lapse in coverage, your payment must be received by the due date shown on your bill. We are not always kept up-to-date regarding the status of your payments nor do we always receive copies. **Please pay special attention to mailings you receive from them.** Make every effort to mail your payments allowing additional time for the post office to deliver the payment before the due date shown on the billing. If you receive a cancellation notice for non-payment of premium, you will be responsible to make sure that your premium payment reaches the insurance company or finance company prior to the cancellation date. **Never assume they will reinstate coverage.** For your questions or concerns regarding the billings, you can call the telephone number shown on the notice. If you have problems with the company and cannot resolve them, please be sure and give us a call.





Hull & Company, Inc.
8400 E. Prentice Ave, Suite 535
Greenwood Village, CO 80111
(303)217-4855 Fax: (866)610-8043
Managing General Agents ■ Wholesale Insurance Brokers

DATE: 08/06/2014
TO: Ann-Marie DelMonte
SCHAEFER AGENCY, INC.
707 N NEVADA AVENUE
Colorado Springs, CO 80903
Agency Fax: (719)633-2643

Agency Code: 89753

FROM: Clark Kelman
Clark.Kelman@HullDen.com

RE: El Paso County Emergency Services Authority
Renewal of Policy #: NEW BUSINESS

QUOTATION- GL

Quotation Premium

Policy Term: 08/06/2014 - 08/06/2015

Quote Exp Date: 09/05/2014 12:01 AM

Excluding TRIA	Including TRIA
Premium: \$1,250.00	Premium: \$1,250.00
Policy Fee \$125.00	Policy Fee \$125.00
CO SL Tax(3%) \$41.25	CO SL Tax(3%) \$45.75
Total: \$1,416.25	Total: \$1,570.75

Commission: 12.5 %

Minimum Earned Percent: 25.00 %

Carrier(s): Essex Insurance Company - Non-Admitted
Hull & Company, Inc. is responsible for collecting and filing the Surplus Lines taxes.

Locations: 3275 Akers Drive, Colorado Springs, CO, 80922

Commercial General Liability- Occurrence Form- Defense In Addition to the Limits

General Aggregate: \$2,000,000
Products/Completed Operations Aggregate: \$2,000,000
Each Occurrence: \$1,000,000
Personal and Advertising Injury: \$1,000,000
Damages to Premises Rented To You: \$100,000
Medical Payments (any one person): \$5,000

Deductible: \$0

<u>Class</u>	<u>Description</u>	<u>Sub-Line</u>	<u>Basis</u>	<u>Exposure</u>	<u>Final Rate</u>	<u>Premium</u>
41677	CONSULTANTS - NOC	Premises/Operations	Gross Sales	40,000	15	\$1,250 MP
41677	CONSULTANTS - NOC	Products/Completed Operations	Gross Sales	40,000	FLAT	Included

Endorsements/Exclusions: (include, but are not limited to, the following terms, conditions and exclusions.)

CG 00 01 (12-07) CGL COV FORM (OCC)
MEIL 1225 10 11 CHANGES - CIVIL UNION
MEGL 0001 06 12 COMBINATION GENERAL ENDORSEMENT
MDGL 1008 08 11 COMMERCIAL GL DEC
MDIL 1000 08 11 COMMON DECLARATIONS
IL 00 17 11 98 COMMON POLICY CONDITIONS
CG 21 39 10 93 CONTRACTUAL LIAB LIMITATION
CG 21 47 (12-07) EMPLOYMENT-RELATED PRACTICES EXCL
CG 21 36 (03-05) EXCL NEW ENT
CG 21 73 (01-08) EXCLUSION OF ACTS OF TERRORISM

ME 263 01 05

FAILURE TO MAINTAIN INSURANCE ENDORSEMENT- PROFESSIONAL LIABILITY FOR PUBLIC OFFICIALS MANAGEMENT & EMPLOYMENT PRACTICES

LIABILITY MUST BE IN FORCE

MDIL 1001 08 11 FORMS SCHEDULE
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL ENDT
MJIL 1000 08 10 POLICY JACKET
ME 008 01 09 PRE-EXISTING INJURY LOSS OR DAMAGE EXCLUSION
MPIL 1007 03 14 PRIVACY NOTICE
CG 00 68 05 09 RECORDING AND DISTRIBUTION OF MATERIAL OR INFO
MEIL 1200 01 10 SERVICE OF SUIT
CG 21 49 (09-99) TOTAL POLLUTION FORM

Conditions: (include, but are not limited to, the following terms, conditions and exclusions.)

- 100% Minimum & Deposit
- 25% Minimum Earned Premium
- A written bind request must be received prior to quote expiration date as coverage cannot be backdated or presumed bound without confirmation from a representative of Hull & Co. Denver. If the written request to bind is not received by renewal date or quote expiration, there is no coverage and the file will be considered closed.
- Including, but not limited to, the attached schedule of forms.
- No Flat Cancellations
- Payment in Full must be received within 20 days of binding.
- Policy Fees are 100% Fully Earned
- Policy is NOT subject to Audit

Items Required to Bind Coverage:

- Signed Acord 125 by both Producer and Insured matching Coverages Bound; Required to Bind Coverage
- Confirmation of Professional Liability in Place throughout our Policy Term; Required to Bind Coverage
- Signed TRIA Form; Required to Bind Coverage
- Completed CO Affidavit; Required to Bind Coverage

Special Provisions:

This quotation is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the quote, and to review with the insured the terms of the quote carefully, as the coverage, terms and conditions may be different than those on original application. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of Hull & Company, Inc..

Be advised that if Hull & Company, Inc. has not received a response from you by the expiration date of this quote, we will consider this quotation closed. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

Please review and advise if you have any questions. We look forward to hearing from you concerning placement of this coverage.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Date: 08/06/2014

Policyholder/Applicant Name: El Paso County Emergency Services Authority

Policy Number (if applicable):

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE
PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED.**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$150 .
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant Signature

08/06/2014

Print Name

Date



Division of Insurance

Diligent Effort Affidavit STATE OF COLORADO

(Name of Licensed Producer) declares he/she is the holder of a current Colorado Producer's License Number _____. The policy appearing on this affidavit has been produced by a Colorado Licensed Producer.

The licensed surplus lines broker, and pursuant to Regulation 2-4-1, has relied upon the producing Colorado Licensed Producer to determine that the full amount of insurance required was not procurable, after diligent effort has been made to do so, from among at least three (3) admitted insurers authorized to and actually transacting that line of business in this state or that the coverage was not procurable because there were less than three (3) insurers authorized to and actually transacting that line of business in the State of Colorado. **Please list the three admitted insurers where the coverage was not procurable:**

1. _____
2. _____
3. _____

Further, that placing the insurance in a non-admitted insurer was not for the purpose of securing a lower premium rate than that which would be acceptable by an admitted insurer unless the premium rate quoted by the admitted insurer must be ten (10%) percent higher than that rate quoted by the non-admitted insurer and the policy benefits and provisions within the policies being compared, between the two insurers, shall be comparable.

The following coverage is placed in approved, non-admitted insurer in compliance with the Surplus Lines Insurance Act, subsection 10-5-108, Colorado Revised Statutes. This original executed form must be kept on file with the licensed surplus lines broker and made available to the Division of Insurance upon request.

(Signature of Licensed Producer)

(Date)

(Signature of Surplus Lines Broker)

(Date)

INSURED DATA

Name of Insured: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Filing Type: _____ (New, renewal, endorsement, audit)

Policy Period: _____ (MM/DD/YY) to _____ (MM/DD/YY)

Type of Insurance: _____ Policy Number: _____

Surplus Line Company Issuing Policy: _____

Item 5.C.

**2014 BUDGET - AMENDED
EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (ESA)**

		2014 Budget AMENDED (PROPOSED)
OPERATING REVENUES		
Contract Administration (Per Agreement)		
ESA Administration	\$ 40,000	
	Operating Revenues Subtotal (Contract Administration)	40,000
Other Operational Revenue		
Interest	50	
Compliance Assessments (Allocated to Grants Fund)	-	
	Operating Revenues Subtotal (Other)	50
	TOTAL OPERATING REVENUES (All Sources)	40,050
OPERATING EXPENDITURES		
Contract Administration (Per Agreement)		
El Paso County Compliance Administration	30,000	
Financial Audit / Accounting	-	
Insurance	2,000	
Office/Automation Expenses	500	
Information Services	300	
Contract Research/Evaluation	-	
	Operating Expenses Subtotal (Contractor Administration)	32,800
Other Operational Expenses		
Grants (From Actual / Available Compliance Penalties Only)	-	
	Operating Expenses Subtotal (Other)	-
	TOTAL OPERATING EXPENDITURES (All Sources)	32,800
VARIANCE: REVENUES OVER EXPENDITURES — Surplus / (Deficit)		7,250

2015 BUDGET
EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (ESA)

	2014 Budget AMENDED (PROPOSED)	2015 Budget
OPERATING REVENUES		
Contract Administration (Per Agreement)		
ESA Administration	\$ 40,000	\$ 80,000
Operating Revenues Subtotal (Contract Administration)	40,000	80,000
Other Operational Revenue		
Interest	50	75
Compliance Assessments (Allocated to Grants Fund)	-	-
Operating Revenues Subtotal (Other)	50	75
TOTAL OPERATING REVENUES (All Sources)	40,050	80,075
OPERATING EXPENDITURES		
Contract Administration (Per Agreement)		
El Paso County Compliance Administration	30,000	67,475
Financial Audit / Accounting	-	8,000
Insurance	2,000	2,500
Office/Automation Expenses	500	2,000
Information Services	300	100
Contract Research/Evaluation	-	-
Operating Expenses Subtotal (Contractor Administration)	32,800	80,075
Other Operational Expenses		
Grants (From Actual / Available Compliance Penalties Only)	-	-
Operating Expenses Subtotal (Other)	-	-
TOTAL OPERATING EXPENDITURES (All Sources)	32,800	80,075
VARIANCE: REVENUES OVER EXPENDITURES — Surplus / (Deficit)	7,250	-
2015 Beginning Fund Balances:		
Assigned - Grants	\$ -	
Assigned - RFP Expenses	\$ -	
Unassigned Fund Balance	\$ -	
Total All Funds	\$ -	